

EXHIBIT B

Only Two Pre-Suit Acts Were Accused Of Infringement

➤ **Ashburn Government Demonstration (8/05)**

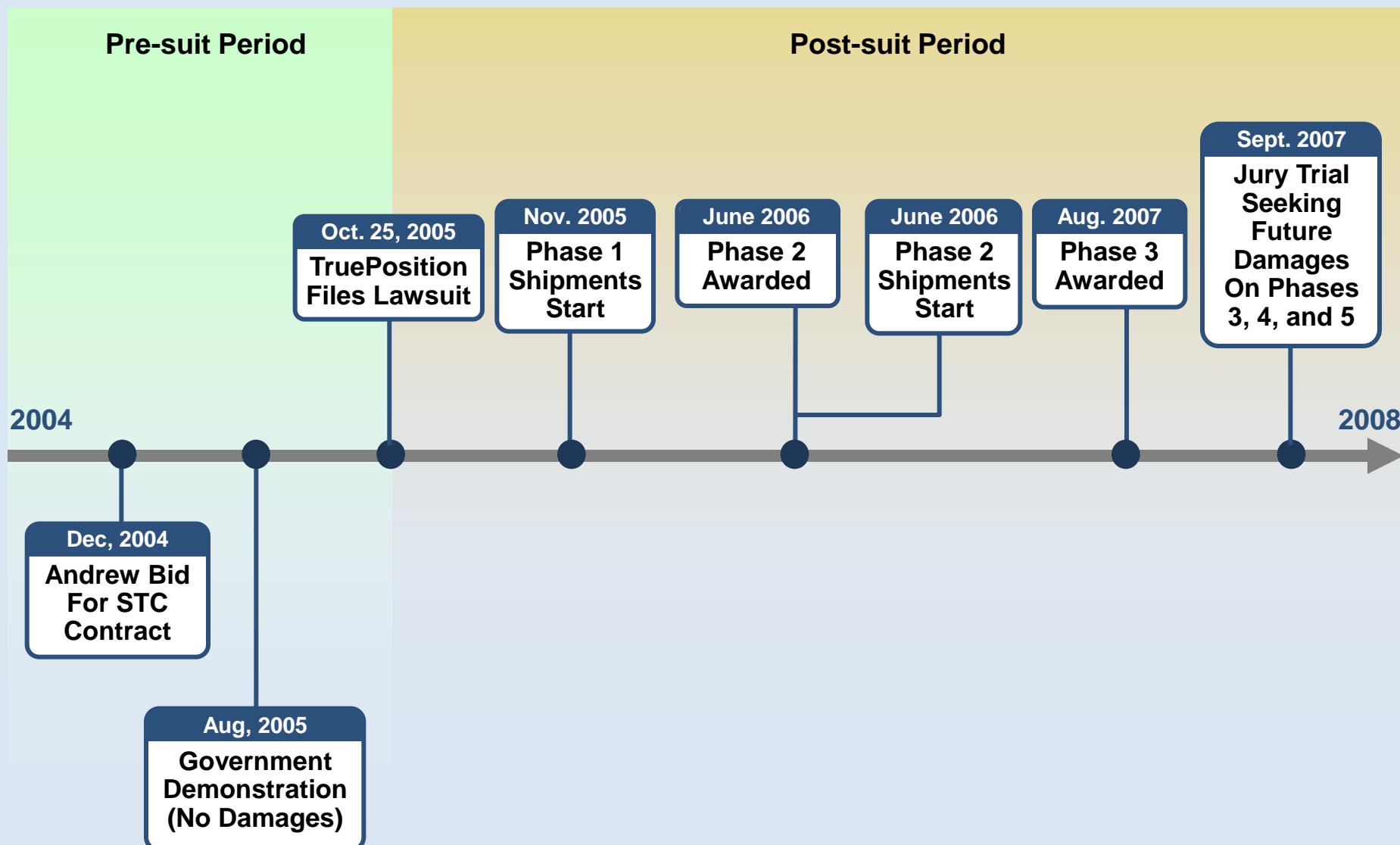
- No damages sought
- Before any allegation of infringement

➤ **Offer For Sale To STC (12/04)**

- ETSI standards compliant product
- Before any allegation of infringement

TruePosition Took No Action During Litigation To Prevent Future Sales To STC

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 3 of 26



TruePosition Took No Action During Litigation To Prevent Future Sales To STC

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 4 of 26

STC Bid – Total number of sites

4300

Number of sites delivered as of complaint

0

Number of sites delivered as of trial

983

Number of sites NOT Delivered as of trial

3317

Andrew's Conduct Was Not Egregious

- **TruePosition repeatedly expressed its willingness to license the '144 and all patents required for the ETSI standard**
- **TruePosition actively sought Andrew's cooperation in ETSI to create the impression that UTDOA on the SDCCCH was multi-vendor and not proprietary**
- **Andrew jointly standardized UTDOA on the SDCCCH without any objection from TruePosition**
- **TruePosition refused to license only after standardization and the STC bid**

December 29, 2000

Allen Telecom Inc.
Grayson Wireless Division
2002 Edmund Halley Drive, 3rd Floor
Reston, VA 20191
Attention: Joe Kennedy, Manager

Dear Mr. Kennedy:

* * *

Accordingly, we ask that you kindly investigate whether Grayson's Geometrix location system employs TruePosition's patented TDOA and AOA processing methods and systems. If you would like to inquire about a license or need further information, please contact me directly.

PTX 7 at A31-32

Q. At the time of this letter, was TruePosition willing to license the '144 patent to Andrew?

A. Yes, we were. It's actually -- it's in the second paragraph. Actually -- yeah. The page before.

Q. Is that the '144 patent that's mentioned?

A. Yes.

Beckley, Tr. 498, Tr. 499, ln 8-13 (A363)

From: Beckley, Fred
Sent: Wednesday, November 06, 2002 10:22 AM
To: Patrick D. McPherson (E-mail); Laura Meagher (E-mail)
Cc: Glenn J. Blumstein (E-mail)
Subject: TruePosition Patents

Following our conversation yesterday, listed below are the patents that we anticipate the license would cover. As I mentioned, we would be happy to provide you with copies of any or all of these.

- 4,728,959 - Direction Finding Localization (3/1/1988)
- 5,327,144 - Cellular Telephone Location System (7/5/1994)
- 5,608,410 - System for locating a source of bursty transmissions cross reference to related applications (3/4/1997)

* * *

Frederic Beckley
Vice President & General Counsel
TruePosition, Inc.
780 Fifth Avenue
King of Prussia, PA 19406
Phone: 610-680-1073
Fax: 610-680-1074

PTX 8 at 1

3GPP TSG GERAN #9

GP-020525

Seattle, Washington, USA

15-19 April 2002

Agenda Item 6.1, 7.1.5.6, 7.2.5.4

Title: U-TDOA in GSM and GPRS Feasibility Study

Source: TruePosition

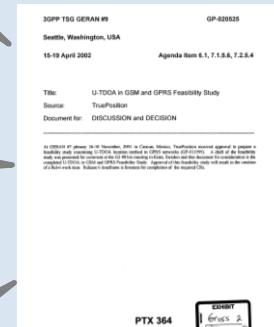
PTX 364 at 1

Classic GSM

* * *

As an alternative, the energy associated with call setup signaling activity on the SDCCH can be used to locate an idle MS. In this case the BSC must page the target mobile, proceed with normal call setup activity (authentication, ciphering and possible MS interrogation) and release the SDCCH after one to two (1-2) seconds based on the desired location QoS. The BSC must inform the SMLC of the assigned SDCCH prior to initiating the SDCCH assignment on the Access Grant channel.

PTX 364 at 3-2



3.3.5. Intellectual Property Considerations

TruePosition, Incorporated may hold one or more patents or copyrights that cover information contained in this document. A license will be made available to applicants under reasonable terms and conditions that are demonstrably free of any unfair discrimination.

PTX 364 at 3-5

PTX 364

Q. And back at the time of this feasibility study, it was TruePosition's belief that the '144 patent covered locating phones using the SDCCH; right? At the very time of this study?

A. Yes, that's correct.

Rob Anderson, Tr. 433:25-434:4

Q. Right. And you agree, don't you, that this is, in fact, a general statement, and would apply to any of TruePosition's patents that it had at the time of this document; right?

A. Yes.

Q. And that would include the patent in this case, the '144; right?

A. That's correct.

Rob Anderson, Tr. 434:17-24

TruePosition Needed Andrew's Support To Standardize UTDOA On The SDCCH

December 3, 2001

To: Rob Anderson

From: Bob Gross

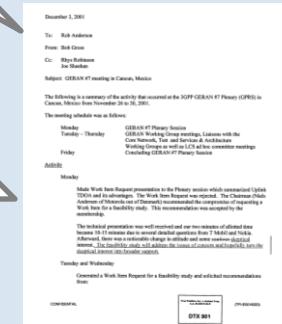
Cc: Rhys Robinson
Joe Sheehan

Subject: GERAN #7 meeting in Cancun, Mexico

DTX 901 at 1

Significant to note the importance with which acceptance of U-TDOA into the GERAN specs depends on it being a "Multi-vendor" system. This means that we may need to cooperatively share the concepts and system designs but license the higher-value IPRs, as required to allow other vendors to produce U-TDOA systems. One strategy may be to share the concepts required to produce moderately accurate systems, but retain the high-value algorithms that allow for higher accuracy.

DTX 901 at 2



DTX 901

TruePosition Needed Andrew's Support To Standardize UTDOA On The SDCCH

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 11 of 26

From: Donaghy, Kevin <kdonaghy@trueposition,>
Sent: Monday, November 11, 2002 8:55 AM
To: Sheehan, Joe <jsheehan@trueposition, inc..com>
Cc: Beckley, Fred <fbeckley@trueposition, inc..com>
Subject: RE: Grayson Agreement

Joe,

While having them involved in no way guarantees success, it does have the following benefits:

1. Reduces/eliminates the perception that U-TDOA is a proprietary technology.
2. Adds additional resources to the U-TDOA standardization effort
3. Grayson will (hopefully) leverage additional carrier support and participation

I do not believe our participation/leadership will differentiate TP unless we have specific items that we can reasonably expect to include in the specs differentiating TP. Do you have any such items/plans?

I do not believe that Grayson is the real threat here. In my opinion it is the infrastructure suppliers. I believe that they are going to continue to block standardization and our entry in to the global market. Regardless of how they handle Cingular and AWS, they are not going to cede the global market to TP quickly or easily.

Kevin

-----Original Message-----

From: Sheehan, Joe
Sent: Friday, November 08, 2002 7:35 PM
To: Beckley, Fred; Donaghy, Kevin
Subject: RE: Grayson Agreement

Good idea but I think we should consider both sides. Can our participation/leadership with U-TDOA in 3GPP be used to differentiate us versus Grayson? Does having Grayson participate help gain support/approval? I'm not sure having them involved helps us. What do you think?

- Joe

DTX 45 at 1

From: Donaghy, Kevin <kdonaghy@trueposition,>
Subject: RE: Grayson Agreement
To: Sheehan, Joe <jsheehan@trueposition, inc..com>
Cc: Beckley, Fred <fbeckley@trueposition, inc..com>
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From: Beckley, Fred <fbeckley@trueposition, inc..com>
Sent: Friday, November 08, 2002 8:55 AM
To: Sheehan, Joe <jsheehan@trueposition, inc..com>
Subject: RE: Grayson Agreement

Kevin, sounds like a good idea. We haven't talked the this to them, but, if we go in for an initial discussion, I'd like to have them involved. I think it would help gain support/approval.

-----Original Message-----

From: Beckley, Fred <fbeckley@trueposition, inc..com>
Sent: Friday, November 15, 2002 4:11 PM
To: Sheehan, Joe <jsheehan@trueposition, inc..com>
Subject: RE: Grayson Agreement

DTX 45

Andrew And TruePosition Worked Together To Standardize UTDOA Using The SDCCH

Q. And Andrew and TruePosition worked together to build the standard; right?

A. Yes.

Rob Anderson, Tr. 438:21-23

Q. But you are aware over a two-year period they worked together, they worked collaboratively, they traveled together, they ate together, all for the unified goal of presenting these contributions, technical contributions to the third-generation partnership project. Am I right?

A. Yes, that's correct.

Rob Anderson, Tr. 440:13-18

Joint Andrew and TruePosition Proposals On UTDOA To ETSI

Case 1:05-cv-00747-SLR

Document 371-4

Filed 03/14/2008

Page 13 of 26

Meeting #	Date	Exhibit #	ETSI Doc. ID	Subject	Sponsors
14	7-11 April 2003	414	GP-031064	U-TDOA	Andrew, TruePosition and Others
14	7-11 April 2003	414	GP-031032	U-TDOA	Andrew, TruePosition and Others
14	7-11 April 2003	414	GP-031031	U-TDOA	Andrew, TruePosition and Others
14	7-11 April 2003	414	GP-030987	U-TDOA	Andrew, TruePosition and Others
14	7-11 April 2003	414	GP-030656	U-TDOA	Andrew, TruePosition and Others
14	7-11 April 2003	414	GP-030571	U-TDOA	Andrew, TruePosition and Others
14	7-11 April 2003	414	GP-030570	U-TDOA	Andrew, TruePosition and Others
14bis	19-23 May 2003	415	G2-030411	U-TDOA	Andrew, TruePosition and Others
14bis	19-23 May 2003	415	G2-030281	U-TDOA	Andrew, TruePosition and Others
14bis	19-23 May 2003	415	G2-030282	U-TDOA	Andrew, TruePosition and Others
14bis	19-23 May 2003	415	G2-030413	U-TDOA	Andrew, TruePosition and Others
15	23-27 June 2003	416	GP-031657	U-TDOA	Andrew, TruePosition and Others
15	23-27 June 2003	416	G2-031183	U-TDOA	Andrew, TruePosition and Others
15	23-27 June 2003	416	G2-031076	U-TDOA	Andrew, TruePosition and Others
16	25-29 August 2003	417	GP-03XXXX	U-TDOA	Andrew, TruePosition and Others
16	25-29 August 2003	417	GP-031956	U-TDOA	Andrew, TruePosition
16bis	6-10 October 2003	418	G2-030472	U-TDOA	Andrew, TruePosition and Others
16bis	6-10 October 2003	418	G2-030545	U-TDOA	Andrew, TruePosition and Others
16bis	6-10 October 2003	418	G2-030552	U-TDOA	Andrew, TruePosition and Others
16bis	6-10 October 2003	418	G2-030560	U-TDOA	Andrew, TruePosition and Others
16bis	6-10 October 2003	418	G2-030562	U-TDOA	Andrew, TruePosition and Others
17	17-21 November 2003	419	G2-032501	U-TDOA	Andrew, TruePosition
17	17-21 November 2003	419	G2-032502	U-TDOA	Andrew, TruePosition and Others
17bis	12-16 January 2004	420	G2-040055	U-TDOA	Andrew, TruePosition and Others
17bis	12-16 January 2004	420	G2-040056	U-TDOA	Andrew, TruePosition and Others
18	9-13 February 2004	442	S3-040116	U-TDOA	Andrew, TruePosition and Others
18	9-13 February 2004	421	GP-040XXX	U-TDOA	Andrew, TruePosition and Others
18	9-13 February 2004	421	GP-040142	U-TDOA	Andrew, TruePosition and Others
18	9-13 February 2004	421	GP-040144	U-TDOA	Andrew, TruePosition and Others
18	9-13 February 2004	421	GP-040145	U-TDOA	Andrew, TruePosition and Others
18	9-13 February 2004	421	GP-040146	U-TDOA	Andrew, TruePosition and Others
18bis	22-26 March 2004	422	G2-040187	U-TDOA	Andrew, TruePosition and Others
19	19-23 April 2004	423	G2-040634	U-TDOA	Andrew, TruePosition and Others
19	19-23 April 2004	423	GP-040635	U-TDOA	Andrew, TruePosition and Others
19	19-23 April 2004	423	GP-040636	U-TDOA	Andrew, TruePosition and Others
20	21-25 June 2004	425	GP-041273	U-TDOA	Andrew, TruePosition and Others
20	21-25 June 2004	425	GP-041274	U-TDOA	Andrew, TruePosition and Others
20	21-25 June 2004	425	GP-041275	U-TDOA	Andrew, TruePosition and Others
21	23-27 August 2004	426	GP-042140	U-TDOA	Andrew, TruePosition and Others
21	23-27 August 2004	426	GP-041751	U-TDOA	Andrew, TruePosition and Others
21	23-27 August 2004	426	GP-041752	U-TDOA	Andrew, TruePosition and Others
21bis	4-8 October 2004	427	G2-040590	U-TDOA	Andrew, TruePosition and Others
22	8-12 November 2004	428	GP-042572	U-TDOA	Andrew, TruePosition and Others
22	8-12 November 2004	428	GP-042701	U-TDOA	Andrew, TruePosition and Others
22	8-12 November 2004	428	GP-042330	U-TDOA	Andrew, TruePosition and Others
22	8-12 November 2004	428	GP-042332	U-TDOA	Andrew, TruePosition and Others

The Industry Worked On UTDOA With TruePosition “To Create A Solution That We All Benefit From”

6.3 PROJECT GROUND RULES

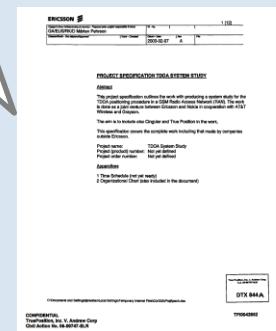
In order to focus on the result and to simplify the teamwork we have agreed on the following ground rules for the system study project. That means that we have all agreed to live by these rules and honor them.

* * *

7) No lawyers.

We understand that we all come from different companies that to some extent are competitors and to some extent are customers and suppliers. We all work with the understanding that what we do here is to create a solution that we all benefit from. We respect that in some cases we do not have to know all details that might be sensitive for other companies to provide. We respect each other's positions in this regard.

DTX 844A at 10-11



DTX 844A

TruePosition Didn't Change Its Licensing Position Until After The STC Bid And ETSI Standardization

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 15 of 26

September 30, 2005

VIA FACSIMILE 708-873-2571

James F. Petelle, Esq.
Vice President, Law & Secretary
Andrew Corporation
10500 West 153rd Street
Orland Park, IL 60462

* * *

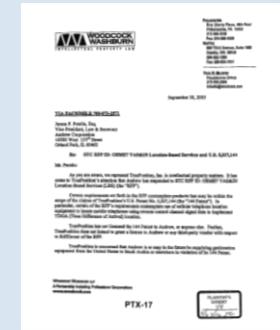
Certain requirements set forth in the RFP contemplate products that may be within the scope of the claims of TruePosition's U.S. Patent No. 5,327,144 (the "144 Patent"). In particular, certain of the RFP's requirements contemplate use of cellular telephone location equipment to locate mobile telephones using reverse control channel signal data to implement TDOA (Time Difference of Arrival) location.

TruePosition has not licensed the 144 Patent to Andrew, or anyone else. Further, TruePosition does not intend to grant a license to Andrew or any third-party vendor with respect to fulfillment of the RFP.

* * *

PTX-17

PTX 17 at 1



PTX 17

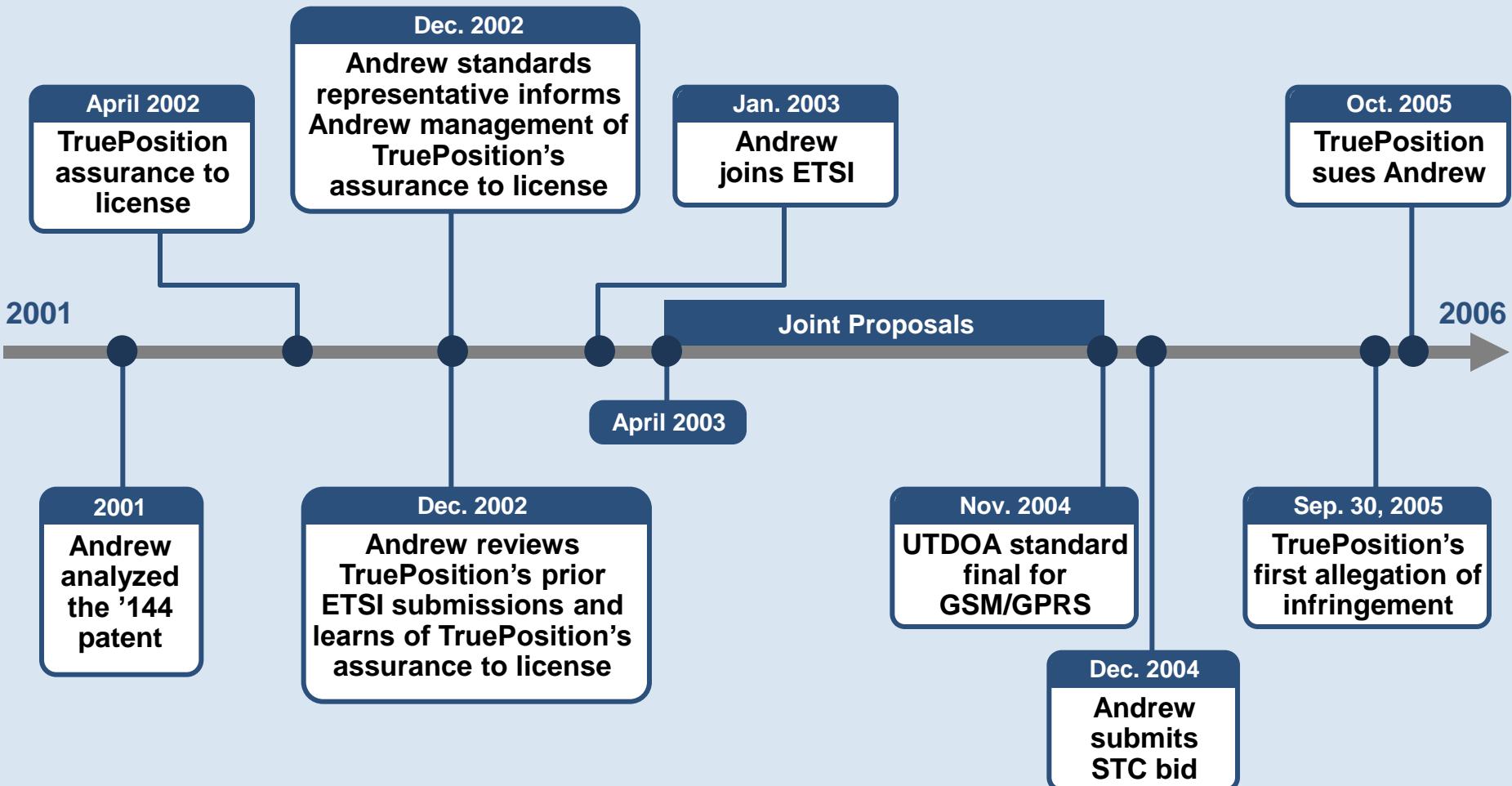
Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 16 of 26

Andrew Implemented ETSI Standardized UTDOA On The SDCCH In Good Faith

- Pre-Suit Investigations
- ETSI IPR Policy

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 17 of 26

Andrew Implemented ETSI Standardized UTDOA On The SDCCH In Good Faith



Andrew Implemented ETSI Standardized UTDOA On The SDCCH In Good Faith

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 18 of 26

Q. Now, did you tell anybody at Grayson about TruePosition's promise to license that appears in the feasibility study?

A. Yes. It was part of my report to management to let them know, going through a different -- the different standards and about my findings.

Q. Who did you tell at Grayson?

A. My direct reports, Mr. Kennedy and Mr. Gravely.

Q. And what was Mr. Kennedy's position at the time?

A. He was VP of Business Development.

Q. And Mr. Gravely?

A. VP of Engineering.

Magnusson, Tr. 1646, ln 23-1647, ln 9

Andrew Implemented ETSI Standardized UTDOA On The SDCCH In Good Faith

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 19 of 26

Q. Now, would Andrew, or Grayson, have invested in UTDOA and participated in these standards efforts that you are talking about if TruePosition had told truth at the time, that it had a patent covering UTDOA that intended not to license to anyone?

A. No, of course not. Why would we?

Q. Why not?

A. It would have been a wasted effort and plus we would have been helping our competition with a great advantage at our cost, by the way.

Magnusson, Tr. 1649, ln 3-12

Andrew Implemented ETSI Standardized UTDOA On The SDCCH In Good Faith

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 20 of 26

Q. Now, did TruePosition ever submit a document to 3GPP saying that it was going to revoke or that it was revoking the promise that appears in the feasibility study, PTX -- I think it's 364?

A. Not to my knowledge, no.

Magnusson, Tr. 1649, ln 13-17

ETSI's IPR Policy Expressly Covers Options

ETSI IPR Policy

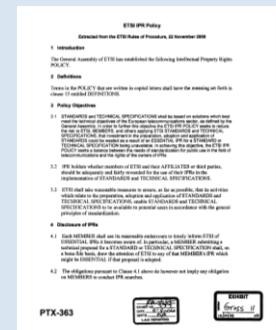
* * *

11 "STANDARD" shall mean any standard adopted by ETSI **including options therein** or amended versions and shall include European Standards (ENs) (telecommunications series), ETSI Standards (ESs), Common Technical Regulations (CTRs) which are taken from ENs (telecommunications series) and including drafts of any of the foregoing, and documents made under the previous nomenclature, including ETSSs, I-ETSSs, parts of NETs and TBRs, the technical specifications of which are available to all MEMBERS, but not including any standards, or parts thereof, not made by ETSI.

* * *

12 "TECHNICAL SPECIFICATION" shall mean any Technical Specification (TS) adopted by ETSI **including options therein** or amended version including drafts, the Technical Specifications of which are available to all MEMBERS, but not including any technical specifications, or parts thereof, not made by ETSI.

PTX 363 at 6-7



ETSI IPR Policy
PTX 363

Section 6.1 – FRAND Licensing

6.1 When an ESSENTIAL IPR relating to a particular STANDARD or TECHNICAL SPECIFICATION is brought to the attention of ETSI, the Director-General of ETSI shall immediately request the owner to give within three months an undertaking in writing that it is prepared to grant irrevocable licences on fair, reasonable and non-discriminatory terms and conditions under such IPR to at least the following extent:

Section 8.1 – No Standardization If Refusal to License

8.1 MEMBERS' refusal to license

8.1.1 Where a MEMBER notifies ETSI that it is not prepared to license an IPR in respect of a STANDARD or TECHNICAL SPECIFICATION, the General Assembly shall review the requirement for that STANDARD or TECHNICAL SPECIFICATION and satisfy itself that a viable alternative technology is available for the STANDARD or TECHNICAL SPECIFICATION which:

- is not blocked by that IPR; and
- satisfies ETSI's requirements.

8.1.2 Where, in the opinion of the General Assembly, no such viable alternative technology exists, work on the STANDARD or TECHNICAL SPECIFICATION shall cease, and the Director-General of ETSI shall request that MEMBER to

Andrew Implemented ETSI Standardized UTDOA On The SDCCH In Good Faith

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 23 of 26

THE COURT: Well, tell me something. Your company, with the help of Grayson, took the yellow sliver, the U-TDOA, and took it to the standards committee and proposed it, but yet you're saying, because it's policy to use other technology, that your patent isn't essential?

MS. MILSARK: We took the whole wedge.

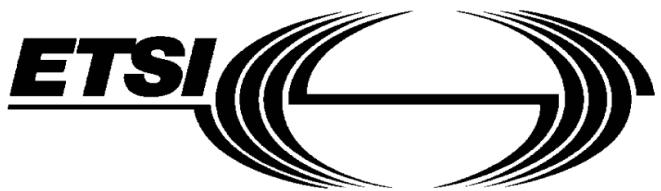
THE COURT: You took the whole wedge?

MS. MILSARK: The whole wedge is U-TDOA. The whole wedge is what is covered by the U-TDOA location finding mechanism in what we understand to be the standard.

THE COURT: And the fact -- but the fact that the '144 patent only covers part of that -- I mean, it just strikes me that you weren't being completely honest.

The ETSI General Assembly Reminded All Members That ETSI's IPR Policy Applies to Options

Case 1:05-cv-00747-SLR Document 371-4 Filed 03/14/2008 Page 24 of 26



ETSI/GA50 decisions/actions

Julian Pritchard
5 December 2007
page 1 of 3

**ETSI 50th General Assembly meeting
Nice, 27-28 November 2007**

* * *

D-GA50/16

ETSI members are reminded of their obligations to declare IPR under the ETSI IPR Policy, including its existing provisions relating to options.

Dieter Kaiser – Former Chairman of ETSI Board

5. It is and has been a fundamental principle of standardization used in ETSI that anyone may use technology that has been incorporated into an ETSI Standard or an ETSI Technical Specification. It does not matter whether the technology is minor or substantial and no matter whether the technology is mandatory or optional to the ETSI Standard or ETSI Technical Specification. No part of a public standard may be off-limits to some but accessible to others.

Karl Heinz Rosenbrock – ETSI Director-General (1990-2006)

8. Another key objective was to ensure that ETSI standards would be accessible by everyone. That is, licenses had to be available to everyone (whether or not an ETSI member) to implement any mandatory or optional feature in a standard. It was a central goal of the ETSI IPR Policy to ensure that IPR owners could not demand excessive license fees or block others from using their IPR once their IPR was included in the standard.

The Read Factors Weigh Against Enhancement And Attorney's Fees

- Andrew did not copy
- Andrew proceeded in good faith
- Andrew's litigation conduct was proper
- The size and condition of Andrew's business does not support enhancement
- A reasonable jury could have found for Andrew
- The alleged infringement covers only one deployment
- No remedial measure violation
- No intent to harm
- No attempt to conceal alleged infringement